

CITY OF SACRAMENTO
COMMODITY PURCHASE AGREEMENT

AGREEMENT No. _____

THIS AGREEMENT dated for identification purposes August 28, 2007, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Central Concrete Supply Co. Inc.
755 Stockton Ave.
San Jose, CA 95126-1837
Phone: (408) 293-6272 / Fax: (408) 404-1075
Sacramento office: (916) 991-4407 / Fax: (916) 991-9628

("SUPPLIER"), who agree as follows:

1. **Agreement.** The Agreement shall consist of this Agreement and each of the following attached documents (if applicable), which are incorporated herein by reference:

General Conditions	Workers' Compensation Certificate
Special Provisions	Certificate(s) of Insurance
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Pricing Schedule	
Declaration of Compliance (Equal Benefits Ordinance)	

2. **Commodities.** Subject to the terms and conditions set forth in this Agreement, SUPPLIER shall provide to CITY the items listed in the attached Pricing Schedule set forth in Exhibit A in accordance with the terms and conditions of this Agreement.

3. **Payment.** CITY shall pay to SUPPLIER the total cost for the items as indicated in the Pricing Schedule set forth in Exhibit A pursuant to the terms and conditions of this Agreement.

4. **General Conditions.** The General Conditions set forth in Exhibit B, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Conditions and any terms or conditions of any document prepared or provided by SUPPLIER and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Conditions shall control over said terms or conditions.

5. **Special Provisions and Technical Specifications.** The Special Provisions and Technical Specifications are set forth in Exhibit C and are a part of this contract.

6. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Suppliers. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit D. The SUPPLIER is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

7. **Authority.** The person signing this Agreement for SUPPLIER hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of SUPPLIER and to bind SUPPLIER to the performance of its obligations hereunder.

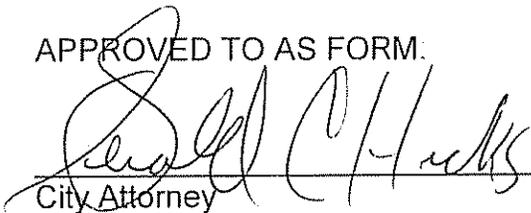
8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

APPROVED BY:

City Manager

CENTRAL CONCRETE & SUPPLY, INC

NAME OF FIRM

94-1181859

Federal I.D. No.

0-0253088

State I.D. No.

148420

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (*please specify:* _____)



Signature of Authorized Person

Sacramento Sales Manager

Title

Table of Contents

Exhibit A – Commodities Pricing Schedule

Exhibit B - General Conditions

Exhibit C - Special Provisions and Technical Specifications

Exhibit D - Non-Discrimination in Employee Benefits

SUPPLIER:

EXHIBIT A

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

PRICING SCHEDULE

For furnishing to the City of Sacramento, Ready Mix Concrete, in accordance with the provisions and specifications contained herein and listed in the attached price sheet (Attachment 1 to Exhibit A) Semi-annual price increases will not exceed five per cent (5%) with total annual price increase not to exceed eight per cent (8%). SUPPLIER will provide justification of price increases upon request. Should concrete materials and/or fuel prices decrease, SUPPLIER will provide revised price sheet to reflect the decrease. Prices will be reviewed semi-annually

SPECIAL PROVISIONS ARE INCORPORATED HEREIN AND MADE REFERENCE TO IN EXHIBIT C
ATTACHED TO THIS AGREEMENT

Attachment 1 to Exhibit A

CENTRAL CONCRETE SUPPLY CO. INC. PRICE SCHEDULE

For furnishing to the City of Sacramento, Street Services Division, as needed Ready Mix Concrete, in accordance with the following provisions and specifications contained herein:

Price does not include tax.

1 load (9 cubic yards/6 Sack Mix)	\$110.00
1 short load (1-2 $\frac{3}{4}$ cubic yards)	70.00
1 short load (3-6 cubic yards)	60.00
1 short load (6 $\frac{1}{4}$ -8 $\frac{3}{4}$ cubic yards)	50.00
Lamp Black Coloring Agent (per pound)	4.00/lb
Omaha Tan Coloring Agent (per pound)	4.47/lb
Retarders for Hot Weather Finish (per 1%)	.20
Accelerators for Cold Weather Finish (per oz.)	.07
Saturday additional load Charge	6.00/cy
Stand-by cost per minute (no charge for first 5 min. per cubic yard)	1.50
Color wash-out Handling Fee (per truck)	n/a
Returned Concrete Fee (per cubic yard)	n/a
Environmental Fee (per load)	1.50

Additional charges for special options not listed above will be charged per the attached standard items list.



a U.S. CONCRETE COMPANY

830 Elkhorn Boulevard - Rio Linda, CA 95673

Telephone (916) 991-4407 • Fax (916) 991-9528

Toll free number for Dispatch Department: 866-404-1010



Supplies for the Concrete Contractor

Telephone (916) 991-1439

To: City of Sacramento

From: Greg Franklin/sb 916-240-6777

Phone: 916-808-6230

Pages: 5

Fax: 916-399-9263

Date: August 1, 2007

Various Sacramento Locations

City of Sacramento

4,000 Yards

Prices provided below are per:

Per Customer

Per Plans

Per Specifications

W/C Ratio	USE*	PSI	AGG. TYPE	ADMIX	PRICE**
	Curbs, Gutters & Sidewalks	3000	1" x #4	None	\$110.00
	Lampblack				\$4.00/lb
	Color: Omaha Tan- 2 lbs/yd				\$4.47/lb
					\$8.94/yd

Monthly Indexed Fuel Surcharge Applies to this Quote- (see attachment 2)
Current Surcharge Rate can be found at www.centralconcrete.com/surcharge

ADD \$1.50 per cu. yard Environmental Compliance Fee on all concrete.

Central Concrete employs the Enviro Guard Wash-Out System.

We REQUIRE that you provide a location on your jobsite for our delivery professional to effectively utilize their Enviro Guard equipment, however we do NOT require a contained wash out disposal area



The use of *EF Technology*TM assists in qualifying for *Leadership in Energy and Environmental Design (LEED)* credits increasing the building's environmental performance rating. Ask for *EF Technology*TM from Central Concrete Supply.

Prices are effective until January 1, 2008 then add \$5.00 per yard.

- On July 1, 2008 add \$3.00 per yard.

Prices are then firm until December 31, 2008; at this time all prices listed on the quote will expire.

Central Concrete Supply Co. will do everything it can to supply you with the materials listed in this submittal package. But due to circumstances beyond our control, such as cement, pozzolans, admixture and aggregate shortages or delays in delivery of these materials, Central Concrete Supply reserves the right to substitute materials so your project can go ahead without delay. Any materials substituted will meet or exceed those listed in the submittal package.



Applicable Project Requirements and Fees

- 1) Prices are subject to all applicable taxes.
- 2) Discount is \$1.00 per cubic yard 10th/prox.
- 3) Prices are for normal hours (7:00 AM to 3:30 PM), Monday through Friday.
- 4) Deliveries outside these stated hours will be charged overtime at a rate of \$50.00 per hour per driver and \$60.00 per hour per engineer.
- 5) **Stand by time is \$1.50 per minute (free unloading of 5 min. per yard).**
- 6) **Short load charges per load (under 9 yards) – 1 - 2 3/4 = \$70.00, 3 - 4 3/4 = \$60.00, 5 - 6 3/4 = \$50.00, 7-8 3/4 = \$40.00.**
- 7) This quote is effective for 30 days. This quote must be verified in writing after that time.
- 8) All Concrete coring, testing and analysis of results, if necessary, will be performed in accordance with all applicable ASTM Standards and ACI Code. If core drilling and core compression test results prove that the concrete in place meets project specifications and applicable codes, then all testing costs incurred shall be the responsibility of the contractor (customer).

ADDITIONAL MATERIALS AND SERVICES

PRICING AND AVAILABILITY

Stand By:

Yes

Short-Load:

Yes

Saturday Premium:

\$ 6.00 per Cubic Yard

Concrete Pump washout into CCS truck:

\$ 125.00 per Washout

Structural Pump Primer:

\$190.00 per Cubic Yard

Non-Structural Pump Primer:

\$175.00 per Cubic Yard

Enhanced Workability/Slump

\$3.00 per 1" slump increase

Fibermesh:

\$ 8.00 per Cubic Yard

Ice:

May require lead time – CALL FOR AVAILABILITY & QUOTE

SiteFresh™ Hydration Stabilizer:

\$ 0.20 per Ounce

SiteSet™ Accelerator:

\$ 0.07 per Ounce

CalTite Integral Waterproofing:

This is an engineered system – CALL FOR QUOTE

Color:

CALL FOR QUOTE FOR SPECIFIC MIXES

Color Sample:

Industry Standard recommends min. 3yd batches for integral color

Color Adding Fee:

\$150.00 per Load (*color not purchased through Central Concrete*)

Please contact us if you have any questions concerning this information. To contact a salesman or place an order please call (408) 293-6272, except for the Sacramento area please call (916) 991-4407.

This quote not binding upon Central Concrete Supply unless accepted in writing within 30 days of quote date on page 1 of this quote.

Signature

Title

Date

Central Concrete Supply thanks you for the opportunity to quote your project.

Fuel Surcharge Index Chart

The basis of the fuel surcharge will be the Department of Energy Price Index for California www.eia.doe.gov select by petroleum, reports – weekly retail on-highway diesel prices and California. The fuel surcharge will be indexed monthly from a base of \$2.50/gal. On the first Monday of each month the average of the previous week’s fuel cost will be used to calculate the current month’s fuel surcharge. For every \$0.05 in fuel increase over the \$2.50 base Central will charge a surcharge of \$0.125/cyd. This fuel surcharge index will be updated and posted on our company website with the current fuel surcharge rate for that month will be highlighted as shown on the chart below.

DOE California 3-5-2007 average fuel cost \$2.90/gallon = Mar surcharge of \$1.00/cyd.

DOE Fuel Index/Gallon		Surcharge per cubic yard 2006 projects (attachment #2)
\$2.51	\$2.55	\$0.13
\$2.56	\$2.60	\$0.25
\$2.61	\$2.65	\$0.38
\$2.66	\$2.70	\$0.50
\$2.71	\$2.75	\$0.63
\$2.76	\$2.80	\$0.75
\$2.81	\$2.85	\$0.88
\$2.86	\$2.90	\$1.00
\$2.91	\$2.95	\$1.13
\$2.96	\$3.00	\$1.25
\$3.01	\$3.05	\$1.38
\$3.06	\$3.10	\$1.50
\$3.11	\$3.15	\$1.63
\$3.16	\$3.20	\$1.75
\$3.21	\$3.25	\$1.88
\$3.26	\$3.30	\$2.00
\$3.31	\$3.35	\$2.13
\$3.36	\$3.40	\$2.25
\$3.41	\$3.45	\$2.38
\$3.46	\$3.50	\$2.50

We at Central Concrete appreciate your business and understand that high fuel costs effect your business in many negative ways. We have avoided passing these increased costs onto you, our customer, but at these new record highs we are unable to absorb these costs any longer. We appreciate your understanding of this matter and stand ready to assist you on your project in any way we can.

Universal Building Code Table 9-2 Sulfate Exposure Guidelines for your Reference

Sulfate Exposure	Water-soluble sulfate (SO4) in soil, percent by mass**	Sulfate (SO4) in water, ppm*	Cement type**	Maximum water-cementitious material ratio, by mass	Minimum design compressive strength, f'c, MPa (psi)
Negligible	Less than 0.10	Less than 150	No special type required		
Moderate†	0.10 to 0.20	150 to 1500	II, MS, IP (MS), IS (MS), P (MS), I (PM)(MS), I(SM)(MS)	0.50	28 (4000)
Severe	0.20 to 2.00	1500 to 10,000	V	0.45	31 (4500)
Very Severe	Over 2.00	Over 10,000	V+ pozzolan***	0.45	31 (4500)

*Tested in accordance with Method for Determining the Quantity of Soluble Sulfate in Solid (Soil and Rock) and Water Samples, Bureau of Reclamation, Denver, 1977

**Cement Types II and V are in ASTM C 150 (AASHTO M85), Types MS and HS in ASTM C 1157, and the remaining types are in ASTM C595 (AASHTO M 240). Pozzolans or slags that have been determined by test or service record to improve sulfate resistance may also be used

***Pozzolan that has been determined by test or service record to improve sulfate resistance when used in concrete containing Type V cement

†Seawater

*Central Concrete Supply has no knowledge, authority, or liability regarding the specific location and/or conditions where these mixes are to be placed. It is not the responsibility of Central Concrete Supply to determine whether the respective concrete mixes named above meet the necessary project requirements including, but not limited to compressive strength, water cement ratio, cement content, air content, and anticipated jobsite placement, environmental, and soils conditions (reference ACI 318 and the local Building Codes). We have also attached the UBC Sulfate exposure guidelines Table 9-2 as a reference.



GENERAL CONDITIONS

1 **Supplier Information.**

- A It is understood and agreed that SUPPLIER (including SUPPLIER's employees) is an independent SUPPLIER and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither SUPPLIER nor SUPPLIER's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to SUPPLIER under the provisions of this Agreement, and SUPPLIER shall be issued a Form 1099 for its services hereunder. As an independent SUPPLIER, SUPPLIER hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of SUPPLIER's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B It is further understood and agreed by the parties hereto that SUPPLIER, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by SUPPLIER for accomplishing such results. To the extent that SUPPLIER obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the SUPPLIER's sole discretion based on the SUPPLIER's determination that such use will promote SUPPLIER's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that SUPPLIER use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C If, in the performance of this Agreement, any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by SUPPLIER. It is further understood and agreed that SUPPLIER shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of SUPPLIER's assigned personnel and subSUPPLIERS.
- D The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and SUPPLIER. SUPPLIER may represent, perform services for, or be employed by such additional persons or companies as SUPPLIER sees fit provided that SUPPLIER does not violate the provisions of Section 5, below

2. **Licenses; Permits, Etc.** SUPPLIER represents and warrants that SUPPLIER has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of

EXHIBIT B

whatsoever nature that are legally required for SUPPLIER to practice its profession or provide any services under the Agreement. SUPPLIER represents and warrants that SUPPLIER shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for SUPPLIER to practice its profession or provide such Services. Without limiting the generality of the foregoing, if SUPPLIER is an out-of-state corporation, SUPPLIER warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** SUPPLIER shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of SUPPLIER's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **SUPPLIER Not Agent.** Except as CITY may specify in writing, SUPPLIER and SUPPLIER's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. SUPPLIER and SUPPLIER's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** SUPPLIER covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder SUPPLIER's performance of Services under this Agreement. SUPPLIER further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. SUPPLIER agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If SUPPLIER is or employs a former officer or employee of the CITY, SUPPLIER and any such employee(s) shall comply with the provisions of Sacramento Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, SUPPLIER may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. SUPPLIER agrees to protect all City Information and treat it as strictly confidential, and further agrees that SUPPLIER shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, SUPPLIER shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by SUPPLIER of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

EXHIBIT B

7. Supplier Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by SUPPLIER pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. SUPPLIER shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. SUPPLIER shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by SUPPLIER pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify SUPPLIER not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve SUPPLIER of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from SUPPLIER by CITY, whether received in connection with SUPPLIER's proposal to CITY or in connection with any Services performed by SUPPLIER, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to SUPPLIER of any request for the disclosure of such information. The SUPPLIER shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The SUPPLIER shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by SUPPLIER to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by SUPPLIER of any rights regarding the information designated "trade secret" by SUPPLIER, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. **Standard of Performance.** SUPPLIER shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of SUPPLIER's profession in California. All products of whatsoever nature that SUPPLIER delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently

EXHIBIT B

practicing in SUPPLIER's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. SUPPLIER shall assign only competent personnel to perform Services pursuant to this Agreement. SUPPLIER shall notify CITY in writing of any changes in SUPPLIER's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by SUPPLIER to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, SUPPLIER shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend SUPPLIER's performance hereunder, in whole or in part, by giving a written notice of suspension to SUPPLIER. If CITY gives such notice of suspension, SUPPLIER shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to SUPPLIER. If CITY gives such notice of termination, SUPPLIER shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) SUPPLIER shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay SUPPLIER the reasonable value of Services rendered by SUPPLIER prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by SUPPLIER had the Agreement not been terminated or had SUPPLIER completed the Services required by this Agreement. In this regard, SUPPLIER shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by SUPPLIER. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity. SUPPLIER shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of SUPPLIER, its subcontractors

EXHIBIT B

or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the SUPPLIER, or (iii) such Liabilities are litigated, settled or reduced to judgment

- B. Obligation to Defend. SUPPLIER shall, upon CITY's request, defend at SUPPLIER's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of SUPPLIER, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies, Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of SUPPLIER hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B, above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, SUPPLIER shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that SUPPLIER is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by SUPPLIER under this Agreement. No additional compensation will be provided for SUPPLIER's insurance premiums.

It is understood and agreed by the SUPPLIER that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the SUPPLIER in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the SUPPLIER.

EXHIBIT B

No automobile liability insurance shall be required if SUPPLIER completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement " _____ (SUPPLIER initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below.

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the SUPPLIER

No Workers' Compensation insurance shall be required if SUPPLIER completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (SUPPLIER initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of SUPPLIER, products and completed operations of SUPPLIER, and premises owned, leased or used by SUPPLIER. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

EXHIBIT B

- (1) SUPPLIER's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of SUPPLIER's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that SUPPLIER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A.V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) SUPPLIER shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to SUPPLIER and/or cancel the Agreement if the insurance is canceled or SUPPLIER otherwise ceases to be insured as required herein.

F. Subcontractors

SUPPLIER shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, SUPPLIER, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: SUPPLIER shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

EXHIBIT B

- B. Nondiscrimination. SUPPLIER, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. SUPPLIER shall not participate either directly or indirectly in discrimination prohibited by the Regulations
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by SUPPLIER for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by SUPPLIER of SUPPLIER's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation
- D. Information and Reports. SUPPLIER shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUPPLIER is in the exclusive possession of another who fails or refuses to furnish this information, SUPPLIER shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of noncompliance by SUPPLIER with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to SUPPLIER under this Agreement until SUPPLIER complies,
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. SUPPLIER shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. SUPPLIER shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event SUPPLIER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, SUPPLIER may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by SUPPLIER, and by CITY, in accordance with applicable provisions of the Sacramento Municipal Code.

EXHIBIT B

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by SUPPLIER, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts
17. **Assignment Prohibited.** The expertise and experience of SUPPLIER are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on SUPPLIER under this Agreement. In recognition of this interest, SUPPLIER shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The SUPPLIER shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the SUPPLIER to pick up the merchandise, make necessary correction and redeliver the merchandise for reinspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made
21. **Funding Availability.**
 - A The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento

EXHIBIT B

- B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council
- C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the SUPPLIER shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
- D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the SUPPLIER shall provide City with an inspection tour of SUPPLIER's facilities at the location where the work under the Contract will be accomplished
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, SUPPLIER or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the SUPPLIER shall provide new information relevant to the specific material
24. **Notification of Material Changes in Business.** SUPPLIER agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. SUPPLIER also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of SUPPLIER's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the SUPPLIER, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 17 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice
26. **Protection of Existing Facilities.** SUPPLIER shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by SUPPLIER's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the SUPPLIER.
27. **Termination.**
- A. Termination for Cause If the Procurement Services Manager determines that the SUPPLIER's performance is not satisfactory, and notifies the SUPPLIER of such determination in writing, the SUPPLIER shall correct the unsatisfactory condition(s) within 5

EXHIBIT B

days after receiving such notification. If the SUPPLIER fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Contract terminated upon 30 days written notice and may, in the Procurement Services Manager's sole discretion, demand performance by the SUPPLIER's surety, if any, or contract for performance of all or part of the remainder of Contract with another SUPPLIER. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that SUPPLIER shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice

B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the SUPPLIER. The City shall pay all reasonable costs associated with the Contract that the SUPPLIER has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the SUPPLIER shall not be reimbursed for any anticipatory profits which have not been earned, or any other costs which have not been incurred, as of the date of termination

C. Termination After Completion Date. If the SUPPLIER fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the SUPPLIER shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, and the SUPPLIER and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the SUPPLIER's failure to complete the Contract on time

28. **Guarantee**. By submitting its bid, the SUPPLIER guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed does not meet the minimum requirements of the Contract, the SUPPLIER shall be required to correct the same at SUPPLIER's sole expense.

29. **Entire Agreement; Order of Precedence**. The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by SUPPLIER, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- B. Pre-Award Addenda
- C. Special Provisions
- D. Bid Instructions and Requirements
- E. General Conditions
- F. Technical Specifications and/or Plans

Concrete Purchase Special Provisions

Concrete

1. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
2. Portland Cement used in said concrete shall conform to American Society for Testing Materials Designation C150, Type II.
3. Unless otherwise specified, all work for curb, gutter and sidewalk shall conform to Section 24 of the Standard Specifications of the City of Sacramento.
4. Concrete shall contain one of the following two coloring agents: **1 pound of Lamp Black per cubic yard or 2 pounds of Omaha Tan per cubic yard** of concrete, which will be specified at the time of order, or unless otherwise specified by the city. Other special type orders may be requested as needed, and or, available by the vendor.

Delivery of concrete materials ordered must be on site at the designated location within forty-five **(45)** minutes of the delivery time ordered. This will apply to all same day and advance orders for materials by the City. Vendor must be available for morning deliveries. Typical orders for the City will be 9 to 12 yards of concrete per job. Deliveries will be between 6:30 A. M. and 4:30 P.M. Monday through Friday.

Supplier must have a method of retaining the spoils of the concrete such as a self equipped cleaning and recovery system, or bagging containment method for depositing the concrete spoils and sediment. Method for this containment will be at the City's approval.

The Supplier shall prevent sediment and construction debris from entering the City storm drain system

The Supplier shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs):

Concrete Waste Management: The supplier shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area as approved by the City. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the City.

Option to extend. If mutually agreeable to both parties, any resultant agreement may be extended on a year-to-year basis, however in no case shall the extended renewal extend beyond five (5) years from the date of award of the original agreement. For each year that the contract is extended, a semi-annual adjustment to account for inflation may be added to the total charge per item listed. This adjustment is based on the Consumer Price Index and additional consideration for fuel and special materials; however the semi-annual increase shall not exceed five per cent (5%) with the total annual increase not to exceed eight per cent (8%). Contractor will provide justification of price increases upon request. Should concrete materials and/or fuel prices decrease, Contractor will provide revised price sheet to reflect the decrease.

The City intends to make multiple awards (3 to 4) to establish vendors in close proximity to construction sites. A spread of geographic locations (north and south) will be a consideration in the award. Each bidder awarded a contract will be paid their bid prices. Lowest bidder for each location will be given first preference for deliveries in that area.

EXHIBIT D

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company , or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration

"Employee Benefits" means bereavement leave, disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees; "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance, provided as attachment "A", shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Consultant. Central Concrete & Supply Inc
Address. 830 W. Elkhorn Blvd Rio Linda, CA

The above named Consultant ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with my City contract or agreement ("Contract")
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance")
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the

first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits.

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

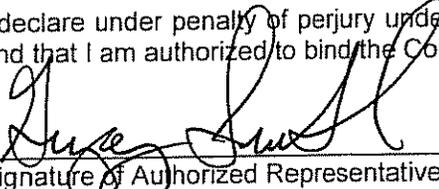
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9 In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

8/14/07

Date

GREGORY FRANKLIN

Print Name

SACRAMENTO Sales Mgr.

Title



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is.

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____

Date	Violation Type	Place of Occurrence
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If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Central Concrete & Supply Inc

BY: [Signature] [Signature] Date: 8/14/07

Signature

Title

Effects of violations: a. Suspension of payments under the Agreement b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years

CERTIFICATE OF INSURANCE							Date: (MM/DD/YY) 8/2/2007	
PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, Texas 77057 713-458-5200 (Phone) 713-458-5299 (Fax)			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED: Central Concrete Supply Company A US Concrete Company 755 Stockton Avenue San Jose, CA 95126			INSURERS AFFORDING COVERAGE					
			Insurer A:		ACE American Insurance Company			
			Insurer B:		Everest National Insurance Company			
			Insurer C:		Great American Insurance Company			
			Insurer D:					
			Insurer E:					
COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS			
A	GENERAL LIABILITY		HDO G2 17 36 35 1	12/31/06	12/31/07	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (ANY ONE FIRE)	\$ 500,000	
	<input checked="" type="checkbox"/>	OCCURRENCE				MED EXP (PER PERSON)	\$ 10,000	
	<input checked="" type="checkbox"/>	XCU INCLUDED				PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ISO FORM CG 00 01 12 04				GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/>	CONTRACTUAL LIABILITY				PRODUCTS/COMP, OP. AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							POLICY - GEN. AGG.
<input checked="" type="checkbox"/>	LOCATION or PROJECT							
A	AUTOMOBILE LIABILITY		ISA H0 78 34 49 4	12/31/06	12/31/07	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO				UM/UIM (State Minimum)	Where Required by Law	
	<input checked="" type="checkbox"/>	ALL OWNED AUTOS				PERSONAL INJURY PROTECTION (State Minimum)	Where Required by Law	
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				MEDICAL (EACH PERSON)	\$	
	<input checked="" type="checkbox"/>	HIREN AUTOS				DEDUCTIBLE/COLL & OTHER THAN COLLISION - LARGE COMM. UNITS	\$ 5,000	
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				DEDUCTIBLE/COLL & OTHER THAN COLLISION - ALL OTHERS	\$ 2,500	
	<input checked="" type="checkbox"/>	AUTO PHYSICAL DAMAGE						
C	EXCESS LIABILITY		TUU 253 45 62 08	12/31/06	12/31/07	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/>	OCCURRENCE				AGGREGATE	\$ 5,000,000	
		CLAIMS MADE				PROD/COMP OPS AGG.	\$ 5,000,000	
A	WORKERS' COMPENSATION and EMPLOYERS LIABILITY		WLR C4 44 50 34 3 (All States except CA/AZ/TX) Self-Insured in the State of California & Arizona Consent to Self Insured #2257 TX Non-Subscriber	12/31/06	12/31/07	WORKERS' COMPENSATION	STATUTORY	
						EL EACH ACCIDENT	\$ 1,000,000	
						EL DISEASE-EA EMPLOYEE	\$ 1,000,000	
						EL DISEASE-POLICY LIMIT	\$ 1,000,000	
B	EXCESS AUTOMOBILE LIABILITY		71G6000041-051	12/31/06	12/31/07	COMBINED SINGLE LIMIT	\$ 1,000,000	
REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:								
CHECK BOX	<input checked="" type="checkbox"/> BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. <input checked="" type="checkbox"/> CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. <input checked="" type="checkbox"/> Excludes All Owner Operators <input checked="" type="checkbox"/> The insurance afforded to the Additional Insured as described in this Certificate of Insurance for work performed by the Named Insured is primary and noncontributory to any similar coverage maintained by the Additional Insured where and to the extent required by written contract.							
CERTIFICATE HOLDER:				CANCELLATION:				
City of Sacramento - Fleet Facilities Division City Corporation Center 5730 - 24th Street, Bldg 1 Sacramento, CA 95822				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. *EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT				
				AUTHORIZED REPRESENTATIVE:				

POLICY NUMBER: HDO G2 17 36 35 1

ENDT. #13

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Sacramento	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

ACORD CERTIFICATE OF PROPERTY INSURANCE

Date (MM/DD/YY)
8/2/07

PRODUCER
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057

Phone: (713) 458-5200

Fax: (713) 458-5229

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Company A: Liberty Mutual Fire Insurance Company

Company B:

Company C:

Company D:

INSURED:
Central Concrete Supply, Inc.
A US Concrete Company
756 Stockton Avenue
San Jose, CA 95126

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS					
A	<input checked="" type="checkbox"/> PROPERTY	YU2-L9L-535307-036	12/31/06	12/31/07	<input type="checkbox"/> BUILDING	\$				
	<input type="checkbox"/> CAUSE OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$				
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$				
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$				
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$				
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERSONAL PROP.	\$				
	<input type="checkbox"/> FLOOD				<input checked="" type="checkbox"/> BLANKET BLDG. AND PP	\$ 20,000,000				
	<input type="checkbox"/> INLAND MARINE				<input type="checkbox"/>	\$				
	TYPE OF POLICY									
	Builders Risk/Installation Floater									
CAUSES OF LOSS										
<input type="checkbox"/>	NAMED PERILS					\$				
<input type="checkbox"/>	OTHER					\$				
<input type="checkbox"/>	CRIME					\$				
TYPE OF POLICY										
A	<input checked="" type="checkbox"/> BOILER & MACHINERY	YU2-L9L-535307-036	12/31/06	12/31/07		\$ Included in Above				
A	<input checked="" type="checkbox"/> OTHER: Contractors Equipment	YU2-L9L-535307-036	12/31/06	12/31/07		\$ Included in Above Except Rented Equipment \$1,000,000 (MAX)				
						\$				
						\$				

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY:

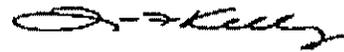
SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER:

City of Sacramento -
Fleet Facilities Division City Corporation Center
5730 - 24th Street, Bldg 1
Sacramento, CA 95822

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES, EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: HDO G21736351

ENDT. #30

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.